

# Memorandum

MIAMI-DADE  
COUNTY

**Date:** July 10, 2007

Agenda Item No. 12(A)(5)

**To:** Honorable Chairman Bruno A. Barreiro  
and Members, Board of County Commissioners

**From:** George M. Burgess  
County Manager

R. A. Cuevas, Jr.  
Acting County Attorney

**Subject:** North Terminal Development Program - Settlement on behalf of County and American Airlines of Four Lawsuits by Gray Construction & Associates, Inc., and Centennial Insurance Company, for the Project Nos. 737 C, 737G, 745E, and 768A - \$10,721,000

## **RECOMMENDATION**

It is recommended that the Board approve the attached settlement agreement among and between Miami-Dade County (County), Turner Construction Co. and Austin Commercial, Inc., d/b/a Turner-Austin Airport Team (TAAT), American Airlines, Inc. (American), Gray Construction & Associates, Inc. (Gray), and Centennial Insurance Company (Centennial), Federal Insurance Company, Zurich American Insurance Company, Travelers Casualty and Surety Company of America, and Fidelity and Deposit Company of Maryland relating to work for North Terminal Development (NTD) Project Nos. 737C (C-D Infill Temp. Walls & Demolition), 737G (CD-Infill MEP & Remaining Shell), 745E (BC Infill Demo, C Throat Corridor), and 768A (Concourse D Interior Relocation) at Miami International Airport (MIA). This settlement agreement settles four lawsuits currently pending in the Circuit Court in and for Miami-Dade County, Florida.

## **Scope**

This NTD Claims Settlement Agreement has no direct impact Countywide or on a distinct Commission district.

## **FISCAL IMPACT/FUNDING SOURCE**

Gray claimed it was owed \$12,748,720 in the aggregate for unpaid work performed prior to 2003 on the four projects. Centennial claimed it was owed \$8,325,521 in the aggregate for unpaid work performed between 2003 and 2005. All four lawsuits also claimed unspecified interest on the amounts claimed. Interest calculated at the legal rate on the aggregate claims could be approximately \$4,700,000 through May, 2007. Overall, the full potential exposure of the lawsuits was \$25,774,241, plus interest after May, 2007 and possible exposure to payment of attorneys' fees, and the County's own cost to defend the matters. Due to the number of parties, and the number of lawsuits, pursuit of these matters is anticipated to be lengthy and costly to the County and to the other parties.

The settlement agreement calls for the County to pay (if approved by the Board) a total of \$10,721,000 to Gray and to Centennial; \$5,125,000 to Gray and \$5,596,000 to Centennial. Of the \$10,721,000 settlement amount, \$4,913,820 will be paid from the County's Bond fund and the remaining \$5,807,180 will come from the American Airlines Claims Administration Agreement ("CAA") Fund.

## **TRACK RECOMMENDATION**

Gray has no current contracts with the County.

## **BACKGROUND**

As part of the North Terminal Development (NTD) Program, the County and American entered into a Lease, Construction and Finance Agreement (LCF) for American to design and construct the NTD and for the County to pay the costs as a tenant improvement project. American hired TAAT as its construction manager.

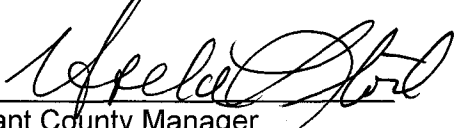
On June 21, 2005, the Board approved the Fourth Amendment to the LCF with American that transferred the responsibility of completing the NTD Program to the County. Concurrently, the Board approved a Claims Administration Agreement with American giving the County authority to defend, settle and/or adjudicate claims against American on the NTD program. As a result of the Amendment, on June 27, 2005, American terminated TAAT's contract effective July 27, 2005.

As construction manager for American, TAAT had entered into four subcontracts with Gray (737C, 737G, 745E, and 768A), who at the time was a CSBE subcontractor. In 2003 TAAT terminated two of the four contracts for cause. TAAT notified Gray's surety, Centennial, to complete those contracts, 737G and 745E. Gray asserted claims against TAAT for uncompensated work and delay arising out of all four contracts; Centennial asserted claims against TAAT as well. When the claims were denied, Gray and Centennial filed four suits against TAAT, its sureties, and American. In two of the suits, Gray also sued the County directly. In each suit, TAAT has sued American. The cases are Case No. 03-17307 CA 22, Case No. 03-17325 CA 05, Case No. 04-6081 CA 21, and Case No. 04-6078 CA 21 in the 11<sup>th</sup> Judicial Circuit Court in and for Miami-Dade County.

As part of the litigation process, all the parties to the suits agreed to enter into a consolidated mediation. From the mediation, a settlement agreement was reached. The settlement agreement calls for the County to pay (if approved by the Board) a total of \$10,721,000 to Gray and to Centennial; \$5,125,000 to Gray and \$5,596,000 to Centennial. Also as part of the settlement agreement:

- TAAT rescinds the terminations of Gray for cause and converts them to terminations for convenience.
- County and American will correct any errors regarding the misidentification of persons as Gray employees relative to the Owner's Controlled Insurance Program (worker compensation).
- Centennial will indemnify TAAT, its sureties, the County and American from three unresolved subcontractor claims on project 737G: Talmac (a CSBE), Everett Painting (a CSBE), and F&R Scaffolding. These three claims are the subject of three separate lawsuits against Gray. Gray and Centennial represent that all other subcontractor claims on the four projects have been resolved.
- Except for TAAT, all parties release the other parties from all claims and losses, including attorney's fees and costs, related to the four projects. TAAT releases all other parties from all claims and losses on the four projects excepting its claim against American and the County for attorney's fees and costs on these lawsuits. TAAT's release on the four specific projects does not affect any other claims and litigation TAAT has against American and the County.
- TAAT, Gray and Centennial are still responsible for latent defects in the four projects that may be discovered subsequent to this settlement.

With the exception of the three unresolved subcontractor claims, this settlement agreement meets the requirements of Resolution Nos. R-119-06 and R-397-06, which require the payment of any settlement amount be conditional upon the claimant paying such portion of the pass through claims of CSBE subcontractors at any tier, determined by the County to be due to such CSBE subcontractors. Two of the contractors (Talmac and Everett Painting) with unresolved claims were certified CSBE contractors at the time of the contract. As noted earlier, Centennial is releasing the County from those subcontractor claims. Separate litigation is pending on these claims against Gray which, at this time, do not involve the County or American Airlines. However, the surety is contractually bound, both under the terms of its bond and this settlement agreement, to pay legitimate claims to the subcontractor to the extent they are justified. If the County were to wait until resolution of these subcontractor claims, this matter would not have been settled, we would be proceeding to trial and Gray would not be relieved of its indemnity obligation to the surety nor would it have received this payment and settlement of its claims as a former CSBE contractor.

  
Assistant County Manager

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# MEMORANDUM

(Revised)

TO: Honorable Chairman Bruno A. Barreiro  
and Members, Board of County Commissioners

DATE: July 10, 2007

FROM:   
R.A. Cuevas, Jr.  
Acting County Attorney

SUBJECT: Agenda Item No. 12(A)(5)

Please note any items checked.

- ☐ "4-Day Rule" ("3-Day Rule" for committees) applicable if raised
- ☐ 6 weeks required between first reading and public hearing
- ☐ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☐ Bid waiver requiring County Manager's written recommendation
- ☐ Ordinance creating a new board requires detailed County Manager's report for public hearing
- ☒ Housekeeping item (no policy decision required)
- ☐ No committee review

Approved \_\_\_\_\_ Mayor

Veto \_\_\_\_\_

Override \_\_\_\_\_

Agenda Item No. 12(A)(5)  
07-10-07

RESOLUTION NO. \_\_\_\_\_

RESOLUTION APPROVING AGREEMENT IN THE AMOUNT OF \$10,721,000 FOR SETTLEMENT OF FOUR LAWSUITS AMONG AND BETWEEN MIAMI-DADE COUNTY, TURNER CONSTRUCTION CO. AND AUSTIN COMMERCIAL, INC., d/b/a TURNER-AUSTIN AIRPORT TEAM, AMERICAN AIRLINES, INC., GRAY CONSTRUCTION & ASSOCIATES, INC., AND CENTENNIAL INSURANCE COMPANY, FEDERAL INSURANCE COMPANY, ZURICH AMERICAN INSURANCE COMPANY, TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, AND FIDELITY AND DEPOSIT COMPANY OF MARYLAND, RELATING TO WORK FOR NORTH TERMINAL DEVELOPMENT PROJECT NOS. 737C, 737G, 745E, and 768A, AT MIAMI INTERNATIONAL AIRPORT; AUTHORIZING THE MAYOR TO EXECUTE AGREEMENT AND TO EXECUTE ALL OTHER DOCUMENTS NECESSARY TO IMPLEMENT THE AGREEMENT, SUBJECT TO APPROVAL OF COUNTY ATTORNEY AS TO LEGAL SUFFICIENCY

**WHEREAS**, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA**, that this Board hereby:  
approves the Settlement Agreement (the "Agreement") in the amount of \$10,721,000 among and between Miami-Dade County, Turner Construction Co. and Austin Commercial, Inc., d/b/a Turner-Austin Airport Team, American Airlines, Inc., Gray Construction & Associates, Inc., and Centennial Insurance Company, Federal Insurance Company, Zurich American Insurance Company, Travelers Casualty and Surety Company of America, and Fidelity and Deposit

Company of Maryland, in the cases of *Gray Construction v. Turner Construction, et al.*, Case No. 03-17307 CA 22; *Gray Construction v. Turner Construction, et al.*, Case No. 04-6078 CA 23; *Gray Construction v. Turner Construction, et al.*, Case No. 04-6081 CA21; *Gray Construction v. Turner Construction, et al.*, Case No. 03-17325 CA 05, relating to work for North Terminal Development (NTD) Project Nos. 737C (C-D Infill Temp. Walls & Demolition), 737G (CD-Infill MEP & Remaining Shell), 745E (BC Infill Demo, C Throat Corridor), and 768A (Concourse D Interior Relocation) at Miami International Airport (MIA), in substantially the form attached hereto and made a part hereof; authorizes the County Mayor to execute the Agreement in substantially the form attached hereto, and to execute all other documents necessary to implement the Agreement, subject to approval of the County Attorney as to legal sufficiency.

The foregoing resolution was offered by Commissioner ,  
who moved its adoption. The motion was seconded by Commissioner  
and upon being put to a vote, the vote was as follows:

Bruno A. Barreiro, Chairman	
Barbara J. Jordan, Vice-Chairwoman	
Jose "Pepe" Diaz	Audrey M. Edmonson
Carlos A. Gimenez	Sally A. Heyman
Joe A. Martinez	Dennis C. Moss
Dorrian D. Rolle	Natacha Seijas
Katy Sorenson	Rebeca Sosa
Sen. Javier D. Souto	

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The Chairperson thereupon declared the resolution duly passed and adopted this 10th day of July, 2007. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA  
BY ITS BOARD OF COUNTY  
COMMISSIONERS

HARVEY RUVIN, CLERK

By: \_\_\_\_\_  
Deputy Clerk

Approved by County Attorney as  
to form and legal sufficiency.  
Deborah Bovarnick Mastin

DBM

IN THE CIRCUIT COURT OF THE 11<sup>TH</sup>  
JUDICIAL CIRCUIT IN AND FOR DADE  
COUNTY, FLORIDA

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FM  
W.A.

CASE NO. 03-17307 CA 22  
03-17325 CA 05  
04- 6081 CA 21  
04- 6078 CA 21

GRAY CONSTRUCTION & ASSOCIATES, INC.,  
a Florida corporation,

Plaintiff,

v.

TURNER CONSTRUCTION COMPANY, a foreign  
corporation, and AUSTIN COMMERCIAL, INC., a  
foreign corporation, d/b/a/ TURNER-AUSTIN  
AIRPORT TEAM; FEDERAL INSURANCE  
COMPANY, a foreign corporation; ZURICH  
AMERICAN INSURANCE COMPANY, a foreign  
corporation; TRAVELERS CASUALTY AND SURETY  
COMPANY OF AMERICA, a foreign corporation,  
FIDELITY AND DEPOSIT COMPANY OF  
MARYLAND, a foreign corporation; AMERICAN  
AIRLINES, INC., a foreign corporation, and  
MIAMI-DADE COUNTY, FLORIDA, a political  
subdivision of the State of Florida

Defendants.

**SETTLEMENT AGREEMENT**

The Parties, Gray Construction Associates, Inc. ("Gray"); Turner Construction Co. and Austin Commercial, Inc. d/b/a Turner-Austin Airport Team ("TAAT"); American Airlines, Inc. ("American"); Miami-Dade County, Florida ("County"); Atlantic Mutual Insurance Company ("Atlantic"), Centennial Insurance Company ("Centennial"), Federal Insurance Company ("Federal"), Zurich American Insurance Company ("Zurich"), Travelers Casualty and Surety

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*[Handwritten initials and signature]*  
*[Handwritten signature]*  
*[Handwritten signature]*  
*[Handwritten signature]*

Company of American ("Travelers"), and Fidelity and Deposit Company of Maryland ("F&D") agree to mediate these matters involving projects 737G, 745E, 768A, and 737C (the "Projects") pursuant to Florida Statutes and have agreed as follows:

1. The Director of Miami-Dade Aviation Department will recommend to the County Manager and to the County Mayor to recommend to the Board of County Commissioners of Miami-Dade County approval of a settlement of these matters on the following terms and conditions:

- a. County will pay to Gray the amount of \$5.125 Million;
- b. County will pay to Centennial the amount of \$5.596 Million;
- c. County, American and TAAT agree that TAAT hereby rescinds the terminations for cause against Gray, and that such terminations are converted to terminations for convenience on the Projects that are the subject of these lawsuits;

d. County and American shall correct any errors in connection with the American Airlines North Terminal Development Project owner-controlled insurance program associated with Gray Construction & Associates, Inc. and claims made by persons who, although not employees of Gray, who were incorrectly identified as being employees of Gray when such claims were made;

e. TAAT reserves only its claim against American and County for attorney's fees and costs related to and otherwise arising out of these cases and the Projects;

f. It is agreed and understood that the instant settlement is not intended to and will not adversely affect any other separate and distinct claims asserted by TAAT against American



JO  
Fell  
Wd.

and the County in other litigation currently pending or hereafter filed by TAAT and/or others not a party to this Agreement.

2. This Agreement, if approved by the Board of County Commissioners of Miami-Dade County, will constitute a full settlement and a full accord and satisfaction as to all matters contained in these suits and the Projects, or that could have been included in these suits; each party hereby releases the other parties from all claims and losses, including attorneys fees and costs (except as specifically provided in paragraphs 1a through 1e above and except for latent defects) arising out of Projects 737C, 737G, 745E and 768A of North Terminal Development Program at Miami International Airport, and arising out of these litigations, whether known or unknown.

3. This Settlement is made for the convenience of the parties and shall not constitute an admission of liability of any party.

4. Centennial will indemnify TAAT, its sureties, County and American from claims by Talmac on its 737G stucco subcontract, by Everett Painting on its 737G subcontract, and by F&R Scaffolding on its 737G subcontract concerning the Projects to the full extent permitted by Florida law. Centennial represents that it has resolved all other known and asserted claims arising out of these projects; County and TAAT and its sureties are relying upon this representation. County, American and TAAT represent that they do not know of any other claims arising out of these Projects under Gray; Centennial, Atlantic and Gray are relying upon this representation.

5. Each party will bear its own costs and attorney's fees except as reserved in paragraph 1e above.

6. This is deemed to be an integrated document; if any portion is found not to be valid, then the entire document shall be invalid.

7. This Agreement may be signed in counterparts.

GRAY CONSTRUCTION & ASSOCIATES, INC. TURNER-AUSTIN AIRPORT TEAM

By: [Signature]

Print: William Ugarde

Date: 5-14-07

By: [Signature]

Print: Fernando Prioste

Date: 5-14-07

AMERICAN AIRLINES, INC.

MIAMI-DADE COUNTY, FLORIDA

By: [Signature]

Print: JUAN A. GONZALEZ  
For American.

Date: 5/14/07

By: [Signature]

Print: Juan A. Gonzalez

Date: 5/14/07

CENTENNIAL INSURANCE COMPANY

ATLANTIC MUTUAL INSURANCE COMPANY

By: [Signature]

Print: ROBERT A. WHEELER

Date: 5/14/07

By: [Signature]

Print: ROBERT A. WHEELER

Date: 5/14/07

FEDERAL INSURANCE COMPANY

ZURICH AMERICAN INSURANCE COMPANY

By: \_\_\_\_\_

By: \_\_\_\_\_

Print: \_\_\_\_\_

Print: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

TRAVELERS CASUALTY AND SURETY  
COMPANY OF AMERICAN

FIDELITY AND DEPOSIT COMPANY OF  
MARYLAND

By: \_\_\_\_\_

By: \_\_\_\_\_

Print: \_\_\_\_\_

Print: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



2007 JUN -7 AM 9:10

June 5, 2007

**VIA FACSIMILE: (305) 876-7924**

**VIA REGULAR MAIL**

Deborah B. Mastin, Esq.  
Assistant County Attorney  
Miami-Dade County Attorneys' Office  
P.O. Box 025504  
Miami, Florida 33102-5504

Re: Certification of Payment to CSBE Suppliers and Subcontractors on Project  
MIA 768A

Dear Ms. Mastin:

In anticipation of completing the settlement reached between the parties on the above-referenced project, Gray Construction & Associations, Inc. ("Gray"), in accordance with the requirements of Miami-Dade County, Florida ("County"), is hereby certifying that the following CSBE subcontractors, vendors and material suppliers were paid the amounts set forth below as full accord and satisfaction of all labor, services and materials furnished by each such CSBE with regard to the claimed compensation on Project MIA 768A ("The Project"):

<u>Subcontractor/ Vendor/ Material Supplier</u>	<u>Amount</u>
1. H & D Electric, Inc.	\$1,253,177.00
2. Meagan Corp.	335,928.00
3. Arfran II, Inc	83,803.00
4. Tasco Plumbing Corp.	<u>68,197.00</u>
Total:	\$1,741,105.00

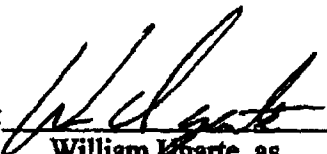
The CSBE subcontractors, vendors and suppliers identified above are all of the CSBE's that furnished labor, services and materials included as part of Gray's claim in connection with the Project.

Gray will cooperate fully with County with respect to any audit performed by County relating to the payment of CSBE's on the Project including the furnishing to

Deborah B. Mastin, Esq.  
Assistant County Attorney  
Miami-Dade County Attorneys' Office  
June 5, 2007  
Page 2

County of cancelled checks, receipts or other evidence of payment to the CSBE's referenced above and will promptly furnish copies of such documentation to County upon the County's request.

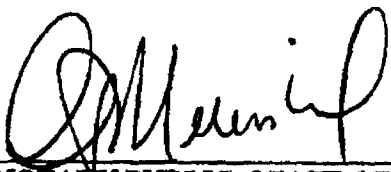
GRAY CONSTRUCTION &  
ASSOCIATES, INC.

By:   
William Ugarte, as  
President

STATE OF FLORIDA                     )  
  ) ss:  
COUNTY OF MIAMI-DADE         )

BEFORE ME, the undersigned authority, personally appeared, William A. Ugarte, as President of Gray Construction & Associates, Inc., who is personally known to me, or produced Florida Drivers License as identification, and, after being duly sworn, deposes and states that the foregoing is true and correct to the best of his information, knowledge and belief.



  
NOTARY PUBLIC, STATE OF  
FLORIDA AT LARGE

My commission expires:



2007 JUN -7 AM 9:10

June 6, 2007

**VIA FACSIMILE: (305) 876-7924**

**VIA REGULAR MAIL**

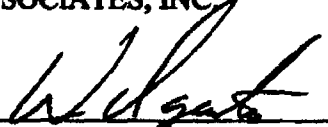
Deborah B. Mastin, Esq.  
Assistant County Attorney  
Miami-Dade County Attorneys' Office  
P.O. Box 025504  
Miami, Florida 33102-5504

Re: Certification of Payment to CSBE Suppliers and Subcontractors on Project  
MIA 737G

Dear Ms. Mastin:

In anticipation of completing the settlement reached between the parties on the above-referenced project, Gray Construction & Associations, Inc. ("Gray"), in accordance with the requirements of Miami-Dade County, Florida ("County"), hereby certifies that the only CSBE subcontractors that furnished labor, services and materials on Project MIA 737G (the "Project") were Talmac, Inc. ("Talmac") and Everett Painting Co., Inc. ("Everett"). Pursuant to the Settlement Agreement reached by the parties in the underlying lawsuit, Gray's bonding company, Centennial Insurance Co. ("Centennial"), has assumed full responsibility for paying Talmac and Everett. Talmac and Everett are all of the CSBE's that furnished labor, services and materials included as part of Gray's claim in connection with the Project. Gray will cooperate fully with County with respect to any audit performed by County relating to the payment of Talmac and Everett on the Project including the furnishing to County of cancelled checks, receipts or other evidence of payment to the Talmac and Everett, to the extent they exist, and will promptly furnish copies of such documentation to County upon the County's request.

GRAY CONSTRUCTION &  
ASSOCIATES, INC.

By:   
William Ugarte, as  
President

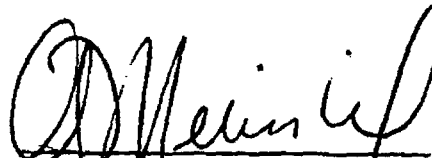
260 WESTWARD DRIVE, SUITE 202  
MIAMI SPRINGS, FL 33166  
305-883-2057 FAX: 305-883-4692

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Deborah B. Mastin, Esq.  
Assistant County Attorney  
Miami-Dade County Attorneys' Office  
June 6, 2007  
Page 2

STATE OF FLORIDA                    )  
  ) ss:  
COUNTY OF MIAMI-DADE            )

BEFORE ME, the undersigned authority, personally appeared, William A. Ugarte, as President of Gray Construction & Associates, Inc., who is personally known to me, or produced Florida Drivers License as identification, and, after being duly sworn, deposes and states that the foregoing is true and correct to the best of his information, knowledge and belief.

  
\_\_\_\_\_  
NOTARY PUBLIC, STATE OF  
FLORIDA AT LARGE

My commission expires:



2007 JUN -7 AM 9:10

June 6, 2007

**VIA FACSIMILE: (305) 876-7924**

**VIA REGULAR MAIL**

Deborah B. Mastin, Esq.  
Assistant County Attorney  
Miami-Dade County Attorneys' Office  
P.O. Box 025504  
Miami, Florida 33102-5504

Re: **Certification of Payment to CSBE Suppliers and Subcontractors on Project MIA 745E**

Dear Ms. Mastin:

In anticipation of completing the settlement reached between the parties on the above-referenced project, Gray Construction & Associations, Inc. ("Gray"), in accordance with the requirements of Miami-Dade County, Florida ("County"), hereby certifies that Project MIA 745E (the "Project") was a one hundred percent (100%) minority set aside project with Gray being the only CSBE furnishing labor, services and materials on the Project. Gray is the only CSBE that furnished labor, services and materials included as part of Gray's claim in connection with the Project. Gray will cooperate fully with County with respect to any audit performed by County relating to the payments received by Gray on the Project including the furnishing to County of cancelled checks, receipts or other evidence of payment to Gray and will promptly furnish copies of such documentation to County upon the County's request.

GRAY CONSTRUCTION &  
ASSOCIATES, INC.

By: 

William Ugarte, as  
President

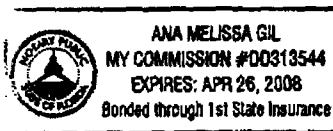
260 WESTWARD DRIVE, SUITE 202  
MIAMI SPRINGS, FL 33166  
305-883-2057 FAX: 305-883-4692


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Deborah B. Mastin, Esq.  
Assistant County Attorney  
Miami-Dade County Attorneys' Office  
June 6, 2007  
Page 2

STATE OF FLORIDA                     )  
  ) ss:  
COUNTY OF MIAMI-DADE            )

BEFORE ME, the undersigned authority, personally appeared, William A. Ugarte, as President of Gray Construction & Associates, Inc., who is personally known to me, or produced Florida Driver's License as identification, and, after being duly sworn, deposes and states that the foregoing is true and correct to the best of his information, knowledge and belief.



  
\_\_\_\_\_  
NOTARY PUBLIC, STATE OF  
FLORIDA AT LARGE

My commission expires:





2007 JUN -7 AM 9:10

June 5, 2007

**VIA FACSIMILE: (305) 876-7924**

**VIA REGULAR MAIL**

Deborah B. Mastin, Esq.  
Assistant County Attorney  
Miami-Dade County Attorneys' Office  
P.O. Box 025504  
Miami, Florida 33102-5504

Re: Certification of Payment to CSBE Suppliers and Subcontractors on Project  
MIA 737C

Dear Ms. Mastin:

In anticipation of completing the settlement reached between the parties on the above-referenced project, Gray Construction & Associations, Inc. ("Gray"), in accordance with the requirements of Miami-Dade County, Florida ("County"), is hereby certifying that the following CSBE subcontractors, vendors and material suppliers were paid the amounts set forth below as full accord and satisfaction of all labor, services and materials furnished by each such CSBE with regard to the claimed compensation on Project MIA 737C (the "Project"):

<u>Subcontractor/ Vendor/ Material Supplier</u>	<u>Amount</u>
1. H & D Electric, Inc.	\$ 896,062.00
2. Meagan Corp.	384,821.00
3. Arfran II, Inc	66,483.00
4. Tasco Plumbing Corp.	<u>172,712.00</u>
Total:	\$1,520,078.00

The CSBE subcontractors, vendors and suppliers identified above are all of the CSBE's that furnished labor, services and materials included as part of Gray's claim in connection with the Project.

Gray will cooperate fully with County with respect to any audit performed by County relating to the payment of CSBE's on the Project including the furnishing to


260 WESTWARD DRIVE, SUITE 202  
MIAMI SPRINGS, FL 33166  
305-883-2057 FAX: 305-883-4692

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Deborah B. Mastin, Esq.  
Assistant County Attorney  
Miami-Dade County Attorneys' Office  
June 5, 2007  
Page 2

County of cancelled checks, receipts or other evidence of payment to the CSBE's referenced above and will promptly furnish copies of such documentation to County upon the County's request.

GRAY CONSTRUCTION &  
ASSOCIATES, INC.

By:   
William Ugarte, as  
President

STATE OF FLORIDA                     )  
  ) ss:  
COUNTY OF MIAMI-DADE         )

BEFORE ME, the undersigned authority, personally appeared, William A. Ugarte, as President of Gray Construction & Associates, Inc., who is personally known to me, or produced Florida Driver's License as identification, and, after being duly sworn, deposes and states that the foregoing is true and correct to the best of his information, knowledge and belief.



  
NOTARY PUBLIC, STATE OF  
FLORIDA AT LARGE

My commission expires: